Request for Proposals (RFP) for
Closed Circuit Television (CCTV) Video Inspection of Sanitary Sewer Collection System

1. Introduction

The City of Covina is requesting bid proposals from qualified firms with specific expertise in the area of closed-circuit television (CCTV) video inspection of municipal sanitary sewer collection systems.

The objective of this inspection service is to conduct CCTV video inspection of one hundred percent (100%) of the City of Covina's sanitary sewer collection system each year (approximately one hundred and twenty-one miles) between October 1, 2024 and March 31, 2025.

2. Background Information

The City of Covina is in Los Angeles County, California, about twenty-two (22) miles east of downtown Los Angeles, in the San Gabriel Valley region. The population is approximately 49,489.

The City's Sanitary Sewer Collection System is managed by the City's Department of Public Works. The collection system consists of approximately 639,652 linear feet (LF)/121 miles (mi.) of gravity sewer lines and one pump station. About ninety-eight percent (98%) of flows from these local sewers discharge into the Los Angeles County Sanitation District's (LACSD) trunk sewers throughout the community for transmission, treatment, and disposal. The remaining sewage generated within City limits is discharged into the adjacent unincorporated areas and the City of West Covina sewer systems, which subsequently discharge into LACSD trunk sewers for transmission, treatment, and disposal.

Actions to be taken under the City of Covina Sewer System Management Plan (SSMP), adopted on December 16, 2014, includes cleaning all sewer lines annually, all "hot spots" monthly, and CCTV of the entire sewer system every five (5) years. The City is seeking to have the bidder conduct CCTV video inspection and manhole inspection of one hundred percent (100%) of the City of Covina's Sanitary Sewer Collection System between October 1, 2024 and March 31, 2025.

The City of Covina's sewer collection system data is contained in the Exhibits to this RFP. Exhibit "B" includes the City of Covina Sewer Map. Exhibit "C" contains the City of Covina Sewer Quantities and Exhibit "D" outlines the Sewer Collection System "Hot Spots."

3. Scope of Services

Exhibit "A" describes the required Scope of Services. The selected firm must have demonstrated experience in CCTV video inspection of municipal sanitary sewer collection systems. All CCTV operators shall be National Association of Sewer Services Companies (NASSCO) certified by passing the Pipeline Assessment and Certification Program (PACP). The methodology of

evaluation, data collection, and reporting criteria used for the NASSCO certification shall be followed for all CCTV inspections.

4. Prevailing Wage and SB854 Requirements

This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

No contractor or subcontractor may be listed on a proposal for a public works project submitted on or after March 1, 2015, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, unless one of the limited exceptions for proposal purposes only listed in Labor Code section 1771.1(a) applies.

No contractor or subcontractor may be awarded a contract for work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Refer to Exhibit "B" – California Labor Code Compliance (Labor Code §§ 1720 *et seq.*, 1813, 1860, 1861, 3700) of the City of Covina Minor Construction and Maintenance Services Agreement for Prevailing Wage Requirements (Exhibit "E" of this RFP).

5. Bid Submission and Format

Bidders shall submit the Bid Proposal package in an envelope clearly marked on the outside with "Bid Proposal Package for Closed Circuit Television (CCTV) Video Inspection of the City of Covina's Sewer Collection System" and the bidder's name, address, telephone number, and e-mail address.

Proposal packages are to be submitted to the City Clerk's office **on/before 10:00AM. on August 20, 2024**. No oral, faxed, e-mailed, or telephonic bid proposals or alternatives will be considered. A bid proposal may be withdrawn without prejudice upon written request by the bidder filed with the City Clerk before the bid proposal submission deadline. Bid proposals must remain valid and shall not be subject to withdrawal for ninety (90) calendar days after the deadline for submission of bid proposals.

Bid proposals received after the stated deadline will not be accepted and returned to the bidder unopened. The time of delivery shall be definitively determined by the time-stamping clock located in the City of Covina City Clerk's Office, 125 E. College Street, Covina, CA 91723. It is the bidder's sole responsibility to see that its bid proposal is received in proper time, and bidders assume all risks arising out of the means of delivery. All accepted bid proposals shall become the property of the City.

Proposal packages are to be submitted to:

Michael Flores Jr, Senior Management Analyst
City of Covina
c/o City of Covina City Clerk's Office
125 E. College Street
Covina, CA 91723

The ideal bidder should have extensive experience in CCTV video inspection of municipal sanitary sewer collection systems.

6. Checklist for Bidders:

The following information is required of all Bidders at the time of Bid submission:

____ Completed and Signed Bid Schedule and Bid Sheets

____ Completed, Signed and Notarized Questionnaire

____ Completed References Form

____ Resume of Project Manager/On-Site Project Manager

____ Completed Subcontractor Designation Form

____ Completed and Signed Industrial Safety Record Form

____ Completed, Signed and Notarized Bid Bond or Other Security Form

____ Signed and Notarized Noncollusion Declaration Form

____ Completed and Signed Addenda Acknowledgement Form

____ Evidence satisfactory to the City indicating the capacity of the person(s) signing the Bid to bind the Bidder

Failure of the Bidder to provide all required information in a complete and accurate manner may cause the Bid to be considered non-responsive.

8. Acceptance or Rejection of Proposal

The City reserves the right to accept or reject any and all Bid Proposals. The City also reserves the right to waive any informality or irregularity in any proposal or in the bidding as deemed to be in its best interest. Additionally, the City may, for any reason, decide not to award a contract as a result of this RFP or cancel the RFP process. The City shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by the submission of the proposal. The City reserves the right to negotiate project deliverables and associated costs.

9. Estimated Timeline

Milestone	Date
RFP Issued	August 1, 2024
Deadline for Clarifications/Inquiries	August 13, 2024, 2:00 PM
Responses from City via Addendum	August 15, 2024
Bid Proposals Due	August 20, 2024, 10:00AM
City Council Award of Contract (Tentative)	September 3, 2024
Notice to Proceed	September 26, 2024
First Day of CCTV Inspection	October 1, 2024
Completion of CCTV Inspection	March 31, 2025

10. Inquiries and Addenda

For inquiries regarding this RFP, please contact Michael Flores Jr, Senior Management Analyst via electronic mail at mflores@covinaca.gov. Bidders must e-mail inquiries on/before 2:00 PM on August 13, 2024. Inquiries received after that date and time will be disregarded. The City will issue any revisions to this RFP as Addenda. The City will distribute Addenda electronically to all potential bidders and post addenda on the City's website. Bidders are responsible for receipt of all Addenda. To this end, each bidder should contact the City to verify that he or she has received all addenda issued, if any. The City's issuance of a written addendum is the only official method whereby the City will interpret, clarify, or provide additional information concerning this RFP.

11. Minor Construction and Maintenance Services Agreement

The City will proceed with the lowest responsive and responsible bidder and enter contract negotiations with that lowest bid firm. Should the City fail to reach agreement with the lowest bid firm or deem their bid proposal as non-responsive, the City may enter negotiations with the next lowest bid firm and so on. City Staff will make a recommendation to the City Council for the award of the Minor Construction and Maintenance Services Agreement. The successful bidder will be expected to execute the attached Minor Construction and Maintenance Services Agreement (Exhibit "E").

12. Insurance Requirements

Additionally, the successful bidder shall also secure all insurance required under the Minor Construction and Maintenance Services Agreement, and provide any necessary documentation to the City.

13. Performance Bond and Payment (Labor and Materials) Bond Requirement

Within ten (10) consecutive calendar days of award of contract, the Contractor to whom a Professional Services Agreement is awarded shall deliver to the City two identical counterparts of the Performance Bond and Payment (Labor and Materials) Bond in the form supplied by the City and included in this RFP. Failure to deliver acceptable Bond documents may, in the sole discretion

of City, result in the forfeiture of the award of the contract. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Performance Bond and the Payment (Labor and Materials) Bond shall be for one hundred percent (100%) of the Total Contract Price.

14. City of Covina Business License

The successful contractor and any sub-contractor(s) are required to obtain a City of Covina Business License prior to award of Professional Services Agreement and maintain the license for the entire term of the Agreement. The Business License is not a prerequisite for submission of a proposal.

15. Pre-Contractual Expenses

The City shall not, in an event, be liable for pre-contractual expenses incurred by the bidder. Pre-contractual expenses are defined as expenses incurred by the bidder in 1) preparing the bid proposal; 2) submitting the bid proposal to the City; 3) negotiating fees and contract language with the City or any matter related to this bid proposal; and 4) any other expenses incurred by a bidder prior to an executed Minor Construction and Maintenance Services Agreement.

Exhibits:
A. Scope of Services
B. City of Covina Sewer Map
C. City of Covina Sewer Quantities
D. Sewer Collection System "Hot Spots"
E. City of Covina – Minor Construction and Maintenance Services Agreement

BID SCHEDULE

CLOSED CIRCUIT TELEVISION VIDEO (CCTV) INSPECTION OF SANITARY SEWER COLLECTION SYSTEM – PROJECT NO. S2401
FISCAL YEAR 2024-2025

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF COVINA:

The undersigned, as Bidder, declares that: (1) this Bid is made without collusion with any other person and that the only persons or parties interested as principals are those named herein; (2) the undersigned has carefully examined the Bid Documents (including all Addenda) and attachments; and (3) the undersigned has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of Work to be performed, and the materials to be furnished. Furthermore, the undersigned agrees that submission of this Bid shall be conclusive evidence that such examination and investigation have been made and agrees, in the event the Contract be awarded to it, to execute the Contract with the City of Covina to perform the Project in accordance with the Contract Documents in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except as may otherwise be furnished or provided under the terms of the Contract Documents, for the following stated unit prices or lump-sum price as submitted on the Bid herein.

The undersigned submits as part of this Bid a completed copy of its Industrial Safety Record. This Safety Record includes all construction Work undertaken in California by the undersigned and any partnership, joint venture or corporation that any principal of the undersigned participated in as a principal or owner for the last five (5) calendar years and the current calendar year before the date of Bid submittal. Separate information is being submitted for each such partnership, joint venture, or corporate or individual Bidder. The undersigned may attach any additional information or explanation of data that it would like to be taken into consideration in evaluating the Safety Record. An explanation of the circumstances surrounding any and all fatalities is attached.

The undersigned certifies to have a minimum of three (3) consecutive years of current experience in the type of Work related to the Project and that this experience is in actual operation of the firm with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work. The undersigned also certifies to be properly licensed by the State as a contractor to perform this type of Work. The undersigned possesses California Contractor's License:

Number _____, Class _____, which expires on _____.

Bidder's Name: _____

Signature: _____Date: _____

CITY OF COVINA

BID SCHEDULE
SCHEDULE OF PRICES FOR
CLOSED CIRCUIT TELEVISION VIDEO (CCTV) INSPECTION OF SANITARY SEWER COLLECTION SYSTEM – PROJECT NO. S2401
FISCAL YEAR 2024-2025

Bidder's Name: _____

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment, and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the City Engineer, at the following prices:

BASE BID SCHEDULE

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	TOTAL AMOUNT
1.	Closed Circuit Television Video (CCTV) Inspection for each manhole per specifications in the Request for Bid.	EA	2,625	
2.	Closed Circuit Television Video (CCTV) Inspection of 6" VCP Sewer per specifications in the Request for Bid.	LF	1,458	
3.	Closed Circuit Television Video (CCTV) Inspection of 8" VCP Sewer per specifications in the Request for Bid.	LF	590,849	
4.	Closed Circuit Television Video (CCTV) Inspection of 10" VCP Sewer per specifications in the Request for Bid.	LF	33,000	
5.	Closed Circuit Television Video (CCTV) Inspection of 12" VCP Sewer per specifications in the Request for Bid.	LF	8,581	
6.	Closed Circuit Television Video (CCTV) Inspection of 15" VCP Sewer per specifications in the Request for Bid.	LF	3,532	

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	TOTAL AMOUNT
7.	Closed Circuit Television Video (CCTV) Inspection of 18" VCP Sewer per specifications in the Request for Bid.	LF	1,119	
8.	Closed Circuit Television Video (CCTV) Inspection of 21" VCP Sewer per specifications in the Request for Bid.	LF	1,113	
TOTAL BASE BID PRICE – Items 1 (in Figures)				**$**
Dollar Amount in Written Form				

*No Cleaning Needed

Note: Items may be adjusted or deleted. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation.

By: _____
Signature

_____
Type or Print Name - Title

_____
Business Street Address

_____
City, State and Zip Code

_____
Telephone Number

_____
Date

Bidder's/Contractor's State of Incorporation: _____

Partners or Joint Ventures: _____

Bidder's License Number(s): _____

Department Industrial Relations
Registered No. _____

QUESTIONNAIRE FORM

Fill out all of the following information. Attach additional sheets if necessary.

(1) Bidder's Name: _____

(2) If the Bidder's name is a fictitious name, who or what is the full name of the registered owner? If the Bidder's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.

_____

(3) Business Address: _____

(4) Telephone: _____ Facsimile: _____

(5) Type of firm - Individual, Partnership, LLC or Corporation: _____

(6) Corporation organized under the laws of the State of: _____

(7) California State Contractor's License Number and Class: _____

Original Date Issued: _____ Expiration Date: _____

(8) DIR Contractor Registration Number: _____

(9) List the name and title of the person(s) who inspected the Project site for your firm:

_____

(10) Number of years' experience the company has as a contractor in inspection work: _____

(11) List the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint ventures, and company or corporate officers having a principal interest in this Bid:

_____

_____

_____

(12) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid:

_____

_____

(13) List the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Bid:

(14) For all arbitrations, lawsuits, settlements and the like (in or out of court) that the company or any principal having an interest in this Bid has been involved with in the past five (5) years:

a. List the names, addresses and telephone numbers of contact persons for the parties:

b. Briefly summarize the parties' claims and defenses:

c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

(15) Has the company or any principal having an interest in this Bid ever had a contract terminated by the owner or agency? If yes, explain.

(16) Has the company or any principal having an interest in this Bid ever failed to complete a project? If yes, explain.

(17) Has the company or any principal having an interest in this Bid ever been terminated for cause, even if it was converted to a "termination of convenience"? If yes, explain.

_____

_____

(18) For projects that the company or any principal having an interest in this Bid has been involved with in the last five (5) years, did you have any claims or actions:

a. By you against the owner? Circle one: Yes No

b. By the owner against you? Circle one: Yes No

c. By any outside agency or individual for labor compliance? Circle one: Yes No

d. By Subcontractors? Circle one: Yes No

e. Are any of these claims or actions unresolved or outstanding? Circle one: Yes No

If your answer is "yes" to any part or parts of this question, explain.

_____

_____

(19) List the last three (3) projects you have worked on or are currently working on for the City of Covina:

_____

_____

_____

Upon request of the City, the Bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience, or other additional information.

Failure to provide truthful answers to the questions above or in the following References Form may result in the Bid being deemed non-responsive.

The Bidder certifies under penalty of perjury under the laws of the State of California that the information provided above is true and correct.

[*SIGNATURE PAGE FOLLOWS*]

Notary Public

Subscribed and sworn to me _____

_____

Signature: _____

_____

This _____ day of _____, 20___

Title: _____

Signature: _____

_____

(SEAL)

Company

Signature:_____

Title: _____

Date: _____

Signature:_____

Title:_____

_____

Date: _____

_____

REFERENCES FORM

For all public agency projects in excess of $15,000 that you are currently working on or have worked on in the past two (2) years, provide the following information:

Project 1 Name/ Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: $_____ Final Contract Amount: $_____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

_____

_____

Did you or any Subcontractor file any claims against the Agency?

Circle one: Yes No

Did the Agency file any claims against you?

Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

_____

_____

Project 2 Name/ Number _____

Project Description _____

_____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: $_____ Final Contract Amount: $_____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

_____

_____

Did you or any Subcontractor file any claims against the Agency?

Circle one: Yes No

Did the Agency file any claims against you?

Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

_____

_____

Project 3 Name/ Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: $_____ Final Contract Amount: $_____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

_____

_____

Did you or any Subcontractor file any claims against the Agency?

Circle one: Yes No

Did the Agency file any claims against you?

Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

RESUME

Attach to this Bid the experience resume of the person who will be designated as Project Manager or on-site Project Manager for the Project.

DESIGNATION OF SUBCONTRACTORS
[Public Contract Code Section 4104]

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California, who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways (including bridges), in excess of one-half percent (0.5%) of the Contractor's total Bid or $10,000, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)1

1 The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

INDUSTRIAL SAFETY RECORD FORM

Bidder's Name _____

	Current Year of Record	2024	2023	2022	2021	2020	Total
Number of contracts							
Total dollar amount of contracts (in thousands of dollars)							
Number of fatalities							
Number of lost workday cases							
Number of lost workday cases involving permanent transfer to another job or termination of employment							

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury under the laws of the State of California that the information is true and accurate within the limitations of those records.

Signature: _____
Title: _____
Date: _____

Signature: _____
Title: _____
Date: _____

Bond No. _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Covina ("City"), has issued an invitation for Bids for the Work described as follows:

CLOSED CIRCUIT TELEVISION (CCTV) VIDEO INSPECTION OF SEWER COLLECTION SYSTEM
PROJECT NO. S2401

WHEREAS _____

(Name and address of Bidder)

("Principal"), desires to submit a Bid to City for the Work.

WHEREAS, Bidders are required to furnish a form of Bidder's security with their Bids.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____

_____.

(Name and address of Surety)

("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of _____

_____

Dollars ($_____), being not less than ten percent (10%) of the total Bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded the Contract for the Work by the City and, within the time and in the manner required by the bidding specifications, enters into the written form of Contract included with the bidding specifications, furnishes the required Bonds (one to guarantee faithful performance and the other to guarantee payment for labor and materials), and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this instrument, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of Civil Code Section 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
By: _____	By: _____
Its: _____	Its: _____

Note: This Bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

NONCOLLUSION DECLARATION FORM
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
[Public Contract Code Section 7106]

The undersigned declares:

I am the _____ of _____, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any Person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature _____ Signature _____

Printed Name:_____ Printed Name:_____

Date: _____ Date: _____

This form must be notarized.

ADDENDA ACKNOWLEDGMENT FORM

Bidder's Name: _____

The Bidder shall signify receipt of all Addenda here, if any:

Addendum Number	Date Received	Signature

If there are more Addenda than there is room in the chart above, attach another page acknowledging receipt of the Addenda.

Request for Proposals (RFP) for
Closed Circuit Television (CCTV) Video Inspection of Sanitary Sewer Collection System

Exhibit A -
Scope of Services

The City of Covina owns, maintains and operates approximately 639,652 linear feet (LF) or 121 miles (mi.) of gravity sewer lines and one pump station. To continue uninterrupted municipal sanitary sewer collection services and protect public health, safety, the environment and meet all federal, state and local regulatory requirements and permits, there is a need to inspect, assess the condition, maintain, plan and upgrade the municipal sanitary sewer collection system.

The City requests the bidder to conduct Closed Circuit Television Inspection (CCTV) video inspection of 100% of the City of Covina's sanitary sewer collection system in FY 2025 (between October 1, 2024 and March 31, 2025). The City of Covina Sewer System Management Plan (SSMP), adopted on December 16, 2014 requires the cleaning of all sewer lines annually, all "hot spots" (see Exhibit "D") monthly, and CCTV of the entire sewer system every five years. The services requested under this RFP will fulfill the CCTV requirement of the SSMP over the course of one fiscal year.

The City of Covina Sewer Map is contained in Exhibit B to the RFP and City of Covina Sewer Quantities is reflected in Exhibit C.

1. General Requirements

A. Contractor shall furnish all labor, tools equipment, materials, and supplies required for the performance of the Closed Circuit Television (CCTV) inspection of sewer lines upon request by the City as specified hereinafter. The City shall provide maps of the entire sewer collection system. The contractor is responsible to make their own copies of said maps provided by the City. The contractor shall perform CCTV inspection of the entire collection system, including sewers located within City easements on private property.

B. The contractor shall use equipment specially designed and constructed for sewer inspection and video recording. The camera must have light sources of suitable illumination output to provide a clear picture of the entire periphery of pipe. The camera must be able to be rotated to a position that will assure that the total periphery of the pipe is in focus at all times, regardless of the diameter of the pipe being inspected. The camera, transport system, and other components of the video system shall be capable of producing a picture adequate for the purposes of the inspection as stated herein. The adequacy of the proposed equipment, resulting video and the assessment logs shall be demonstrated to the City, including interfacing capabilities with the GraniteNet software program, if so requested, prior to award of contract. The cost of such demonstration shall be borne by the contractor.

C. The contractor should take notice that inspection shall not result in the interruption of sewage service to any customer in the City. Sewage must be controlled within the pipeline at all times.

D. The contractor shall re-seal all manholes that were encountered sealed for the control of odors and/or insects and entry of extraneous water.

E. The contractor shall notify and request the City for assistance, if needed, in connection with removal, dismantling, and replacement of any special equipment such as flow monitors or diversion gates within the manhole structures.

F. Video will include a video narration identifying the pipe segment by manhole number and street location. The narration shall identify all connections, general conditions of the sewer, problem areas, location of all connections or problem areas by linear footage and observations concerning the condition of the pipe joints. Records of daily work, inspection logs and the video records shall be prepared and forwarded to the City on a weekly basis. The work product and videos become the property of the City.

G. No trees, plants, shrubs or ornamental vegetation shall be removed without the written consent of the City of Covina.

H. The contractor shall obtain all necessary permits and observe all standard rules of safety for pedestrian and traffic control in accordance with local laws and accepted practice. Additionally, the contractor shall demonstrate knowledge of current safety requirement for confined space entry.

I. Work shall progress in an orderly manner at appropriate times not to interfere excessively with the normal routine of the neighborhood. A schedule of work shall be submitted to the City for review and approval prior to setting up for work, if requested.

J. The contractor shall be in full charge and be responsible for the job site, the scope of work of this contract and subject to the directions of the City Engineer.

K. The contractor shall observe and comply with all federal, state, and local laws, ordinances, codes, orders, and regulations which in any manner affect the conduct of the work, specifically as it relates to sewage spills.

L. The contractor shall be fully responsible for preventing sewage spillage, containing any sewage spillage, recovery and legal disposal of any spilled sewage, any fines, penalties, claims and liability arising from negligently causing a sewage spillage, and any violation of any law, ordinance, code, order, or regulation as result of the spillage.

M. The contractor shall develop and submit to the City Engineer, for review and approval, a written Spill Response Plan, prior to doing any work specified in this contract. The

Spill Response Plan shall be developed to respond to any sewage spill related to the work being performed by this contract. This includes, but is not limited to:

i. Arranging for an emergency response unit, comprised of emergency response equipment and trained personnel to be immediately dispatched to the job site in the event of a sewage spill(s); and

ii. Developing and including an emergency notification procedure which includes an emergency response roster with telephone numbers and arrangements for back-up personnel and equipment and an emergency notification roster of the designated City representatives. The contractor shall designate a primary and secondary representative and include their respective phone numbers and cellular phone numbers. The contractor's representatives shall be accessible and available at all times to respond immediately to any related emergency.

N. The contractor, in case of sewage spillage shall act immediately without instructions from the City Engineer or designee, to control the spill and take all appropriate steps to contain it in accordance with their Spill Response Plan. The contractor shall immediately notify the City representatives of the spill and all action taken. The contractor shall, within two working days from the occurrence of the spill, submit to the City Engineer a written confirmation describing the following information related to the spill: location on map; nature and volume; date and time; duration; cause; type of remedial and/or clean up measures taken and the date and time of implementation; corrective and/or preventative actions taken; and water body impacted and results of any necessary monitoring. Requests for additional compensation for the handling of the spill shall be submitted to the City as a claim. The contractor shall assure the validity, accuracy, and correctness of the claim under penalty of perjury. The City and/or City Engineer may institute further corrective actions, as deemed necessary, to fully comply with existing law, ordinance, code, order or regulation. If it is determined by the City that the spill was caused by the negligence of the contractor, the contractor shall be responsible for all costs incurred for the corrective actions and any fines levied against the City.

O. The contractor shall obtain and maintain insurance coverage for Pollution Liability in the amount of $2,000,000 in addition to the insurance requirements specified in the Minor Construction and Maintenance Services Agreement contained in Exhibit C of this RFP.

P. All CCTV operators shall be National Association of Sewer Services Companies (NASSCO) certified by passing the Pipeline Assessment and Certification Program (PACP). The methodology of evaluation, data collection, and reporting criteria used for the NASSCO certification shall be followed for all CCTV inspections.

2. Sewer Condition Assessment (CCTV)

A. **CCTV Inspection** - The contractor shall perform CCTV inspection of sewer lines as requested by the Covina Department of Public Works. In the event CCTV inspection cannot be performed by the contractor due to major debris accumulation and/or blockage, the contractor shall notify the City Engineer and be available to re-inspect the line at no extra cost/fee other than the one proposed in the bid total once the City Engineer indicates the line is available to be inspected. A video recording shall be made of all television inspections and all copies shall be submitted to the Covina Department of Public Works. All data and video recording will become the sole property of the City without restrictions of future use, duplication, modification, and dissemination. The contractor shall have no vested rights to the completed work and may not sell or reuse it without the City's permission. The project data furnished to the contractor for use in rendering project services shall remain the property of the City and shall be returned to the City at the completion of the project. The contractor may not sell or reuse data without permission by the City.

B. **Equipment** - The contractor shall provide equipment capable of utilizing the Electronic Data System (EDS) computer entry system. The camera shall be operative in one hundred percent (100%) humidity and specifically designed for in-sewer inspection of sewer lines ranging from 4-inches to 21-inches diameter. The camera shall produce a continuously monitored picture with the resolution capability to discern small hairline cracks and other minor/major defects in the sewer line. It should be equipped with a ring of low intensity lights around the camera to obtain maximum peripheral vision and prevent fogging within the line being inspected. The camera shall be equipped with a panning and rotational camera head with remote adjustable optical focus and automatic light compensating iris. NTSC color standard shall be used. Focal distance shall be adjustable through a range from 6 inches to infinity. Continuously displayed on the monitors shall be the date of the inspection, numbers designation of the upstream and downstream manholes corresponding to the line reach being inspected and a continuous forward and reverse readout of the camera distance from the manhole of reference. The camera, television monitor and other components of the video system shall be capable of producing a minimum 600-line resolution. The TV transmission & tow cable assembly must have the capability to CCTV lengths of up to 2,000 feet. The remote footage counter shall be accurate to one percent (1%) over the length of the particular section being inspected.

   A nationally recognized testing laboratory must approve all electrical equipment including CCTV cameras, for use in a Hazardous location and wet environments. Specially, this equipment must be approved for use in Class I, Division I, Group D Hazardous Locations as defined by the National Fire Protection association (NFPA) Code 820-1999.

   The contractor shall have the ability to communicate with its vehicle at all times (i.e., cellular phone, radio, etc.)

The contractor shall have replacement equipment readily available for use in the event of an equipment breakdown.

C. **Installation** – The camera shall be moved through the line in either direction at a uniform rate stopping when necessary to ensure proper documentation of the sewer's condition but in no case shall the television camera be pulled at a speed greater than thirty feet per minute (30 fpm).

As the camera approaches a lateral connection or substantial defect, the camera progress shall be halted and the camera lens panned to further view the lateral pipe and connection (including looking up at the lateral) or defect thoroughly evaluate its condition.

Manual winches, power winches, TV cable powered rewind or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the line. If during the inspection operation the television camera will not pass through the entire manhole section, the contractor shall reset his equipment in a manner so that the inspection can be performed from the opposite manhole. If the camera again fails to pass through the entire section, the contractor shall notify Covina Department of Public Works.

If, during the television inspection, the contractor encounters a condition where public safety is threatened (such as, but not limited to: a pipe collapse, stoppage, blockage and/or imminent sewer spill) the Covina Department of Public Works shall be notified immediately. Furthermore, the contractor shall provide an electronic digital video footage of the section of line containing the condition within 2 hours to the Covina Department of Public Works.

If, during the television inspection, the camera is jammed inside the sewer and cannot be retrieved, the contractor shall not under any circumstance excavate the pipe to retrieve it. The contractor shall inform the Covina Department of Public Works immediately for assistance, but it is the contractor's responsibility to remove the camera and ensure that the sewer is not damaged. Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephone, radios or other suitable means of communications shall be set-up between the two manholes of the section being inspected to ensure that adequate communications exist between members of the crew.

Accuracy of the measurement shall be checked daily by use of a walking meter roll-a-tape or other suitable device. Footage measurement shall begin at the centerline of the upstream manhole, unless specific permission is given to do otherwise.

Continuously displayed on the monitors shall be date of the inspection, structural number of the upstream and downstream manholes corresponding to the line section being inspected, and continuous forward and reverse footage readout of the camera distance from the manhole of reference.

D. **Documentation of Television Results** – Executive Summary for the CCTV inspection shall be submitted via PDF format to the City within one week from the completion of the CCTV inspection for the fiscal year. The executive summary shall clearly show the location in relation to adjacent manholes (i.e., stations), of each lateral connection discovered, in addition, other data of significance including the locations of unusual conditions, cracks, misalignments, collapsed sections, presence of debris and deposits and other discernable features shall make brief and informative comments on the sewer line conditions. Furthermore, any pipe deficiencies (i.e. cracks, offsets, belly's, missing pipe, etc.) shall be communicated to the City Engineer, or his designee, including specific location, pipe size and footages within one day of inspection.

The contractor shall complete both a written and computer entry pre-formatted log sheet using the television inspection defect codes manual during the television inspection activities and provide them to the City within one week of response and inspection of assigned job.

All video recording, image file, databases shall be submitted in a digital format approved by the Covina Department of Public Works and electronically stored in a format that allows for viewing without specialized computer software programs and has the ability to interface with the GraniteNet Asset Inspection/Decision Support Software.

For each recorded image file, indexing shall exist as a separate text file of the observation noted. The data shall be time coded using the elapsed time from the video file. This shall allow the user to use the indexing feature and go to the defect with a click instead of fast forwarding or rewinding.

Separate video and data files shall be created for each sewer line segment. In case of reverse set-up, such inspection shall be stored in a separate video and data files. All video recording, image files and data shall be stored on an external hard drive(s) and labeled with volume number, beginning street name, beginning manhole ID number, ending street name and manhole ID number. Contractor shall keep a duplicate copy for a period of five years.

The video shall give clear pictures of conditions of lines requiring cleaning and any other structural problems. Video files deemed unacceptable by the City shall be repeated at no cost to the City.

Video files shall include the following information:

i. Initial Screen Text
   Each pipe segment (manhole to manhole) shall be identified with an initial text screen and completed in accordance with PACP's CCTV Inspection Form Header Instructions. The initial screen text shall include the following:
   1. Operator Name
   2. Work Order Number

3. CCTV Time
4. Street Name and Number
5. Nearest Cross Street Name
6. Upstream Manhole ID
7. Downstream Manhole ID
8. Direction of Survey – Upstream / Downstream
9. Pipe Diameter
10. Pipe Material
11. Total Length of Pipe – as specified on plans
12. Weather

ii. Running Screen Text
During the CCTV inspection, the video shall show the running footage, (distance travelled) and the following text at all time:

1. Manhole ID- starting
2. Manhole ID – ending
3. Pipe Material
4. Pipe Size
5. Total Length of Pipe
6. Date
7. Time of Day

The format of the above text information shall be shown in the following example:

MH 1259 to MH 1258
8" VCP, 410 ft.
7/15/22 – 3:32 P.M.

iii. Ending Text Screen
At the end of each pipe segment, an ending screen text shall consist of the "Running Screen Text" with the added text of "End of Segment" and material found as shown in the following example:

End of Segment
Materials found – vitrified clay pipe (VCP) and ductile iron pipe (DIP)

iv. Audio
1. Date of CCTV inspection
2. Verbal confirmation of upstream and downstream manhole numbers
3. Verbal description of pipe size, type and pipe joint length
4. Verbal description and location of each defect
5. Verbal description and location of each lateral connection

v. Submission of Microsoft Excel information

The successful bidder must complete and submit a Microsoft Excel document (.csv) file containing all of the following information (at a minimum) within 30 days of the FY 2025 CCTV Video Inspection of the Sewer Main Line Inspection and Manhole Inspection results:

Sewer Main Line Inspection

1. Sewer Main ID
2. Utility Owner
3. Diameter of Sewer Main
4. Material
5. Upstream Invert
6. Downstream Invert
7. Interior Lining
8. Exterior Lining
9. Slope
10. Condition
11. Hotspot (Indicate Yes/No)
12. Hotspot Suggested Frequency Maintenance (Weekly, Monthly, Quarterly, etc).
13. Hotspot Reason (FOG, Toilet Paper, etc).
14. Zone Number
15. Length (m)
16. Length (ft)

Manhole Inspection

1. Manhole ID
2. Utility Owner
3. Depth of Manhole
4. Bottom Elevation
5. Manhole Structure Type
6. Cover Type
7. Condition
8. Rim Condition
9. Concrete Ring Condition
10. Lid Condition
11. Steps/Wall Condition
12. Channel Condition
13. Hotspot (Indicate Yes/No)
14. Zone Number

E. Recording Requirements - The contractor shall perform all CCTV inspections unless directed otherwise by the City Engineer, the recording shall be MPEG-4. The contractor shall pause the digital recording at any time there is a delay in the inspection and restart the digital video recording in the same digital file. The pause shall in no way affect, freeze or interrupt the replay of the video and shall not close the video file during the inspection. The operator shall store a single video file for each pipeline inspected. The recorded files shall have a resolution of at least 960 pixels by 480 and an interlaced frame rate of minimum of 24 frames per second or the industry standard for CCTV

resolution. The naming of the video file shall be automatic, consisting of the pipe ID, the eight-digit inspection date and the camera direction in relation to flow, as shown in the following example, or as specified by the Covina Department of Public Works:

PipeID_YYYYMMDDU (Note: use "U" for upstream and "D" for downstream)
123456_20050101U

F. Acceptable CCTV Standard - The television inspection and the condition assessment of the sewer line shall be conducted per the requirements stated in this NIB. The picture of the television inspection shall be clear for the City to assess the condition. The record and the documentation of the CCTV inspection submitted to the City shall be correct and complete.

Should the City at any time not be satisfied with the quality of the CCTV inspection conducted by the contractor, the City may request the contractor to re-televise the pipe or resubmit the records at no extra cost to the City. The contractor's sub-standard work may also result in the City terminating the contract.

G. Submittal of Television Results – External Hard Drive shall be submitted to:

City of Covina
Department of Public Works
Attn: Michael Flores Jr
Senior Management Analyst
125 E. College Street
Covina, California 91723

H. Emergency Notification - The contractor shall immediately notify Covina Department of Public Works whenever a surcharged sewer or a partial or total pipe blockage is discovered. The contractor shall contact the City at (626) 384-5482 during normal business hours 7:00 a.m. to 6:00 p.m. Monday through Thursday. The contractor shall indicate the location, nature of the problem, and when the problem was first detected. The contractor may continue working, but shall stay onsite or nearby until City forces arrive, unless otherwise instructed by City representatives.

I. Safety – The contractor shall comply with all federal, state, and local safety regulations and all applicable Cal-OSHA requirements.

If confined space entry into a live sewer is necessary, the City requires continuous ventilation and monitoring of the manhole atmosphere for hydrogen sulfide, combustibles, and oxygen concentration during manhole entry. The contractor is required to operate and maintain his or her safety equipment and is responsible for all safety training for his or her crew. The contractor shall never leave an open manhole unattended.

All equipment must be removed from the sewer at the end of each work session. The contractor shall perform all work in the safest possible manner. The City may make unannounced inspections to ensure compliance with safety requirements. If the contractor is deemed to be working in an unsafe manner by the City, the contract may be terminated.

J. Traffic Control – All costs for labor, equipment, and materials required to establish traffic control shall be included in the contract price. Traffic control shall be established by the contractor and shall conform to requirements of the current "Manual of Traffic Controls for Construction and Maintenance Work Zones", issued by the State of California Department of Transportation, or the current "Work Area Traffic Control handbook (WATCH)". There are a number of sewers that are in heavy traffic areas and will require the use of arrow board and an extensive traffic control set-up.

K. Electronic (PDF) Summary Report – within 30 days of the conclusion of the FY 2025 CCTV video inspection, the contractor shall provide an electronic (PDF) report that includes at a minimum the following metrics:

   i. Linear Feet and Miles of sewer pipe inspected by CCTV with GPS coordinates;

   ii. Total number of manholes inspected by CCTV with GPS coordinates;

   iii. Identification of any structural defects, sewage flow condition, presence of vermin or rodents, deleterious industrial waste and any unusual settlement around manholes and along joining sewer alignments with GPS coordinates;

   iv. Identification of Hot Spots with GPS coordinates for mapping purposes;

   v. Provide cause of each Hot Spot if possible; and

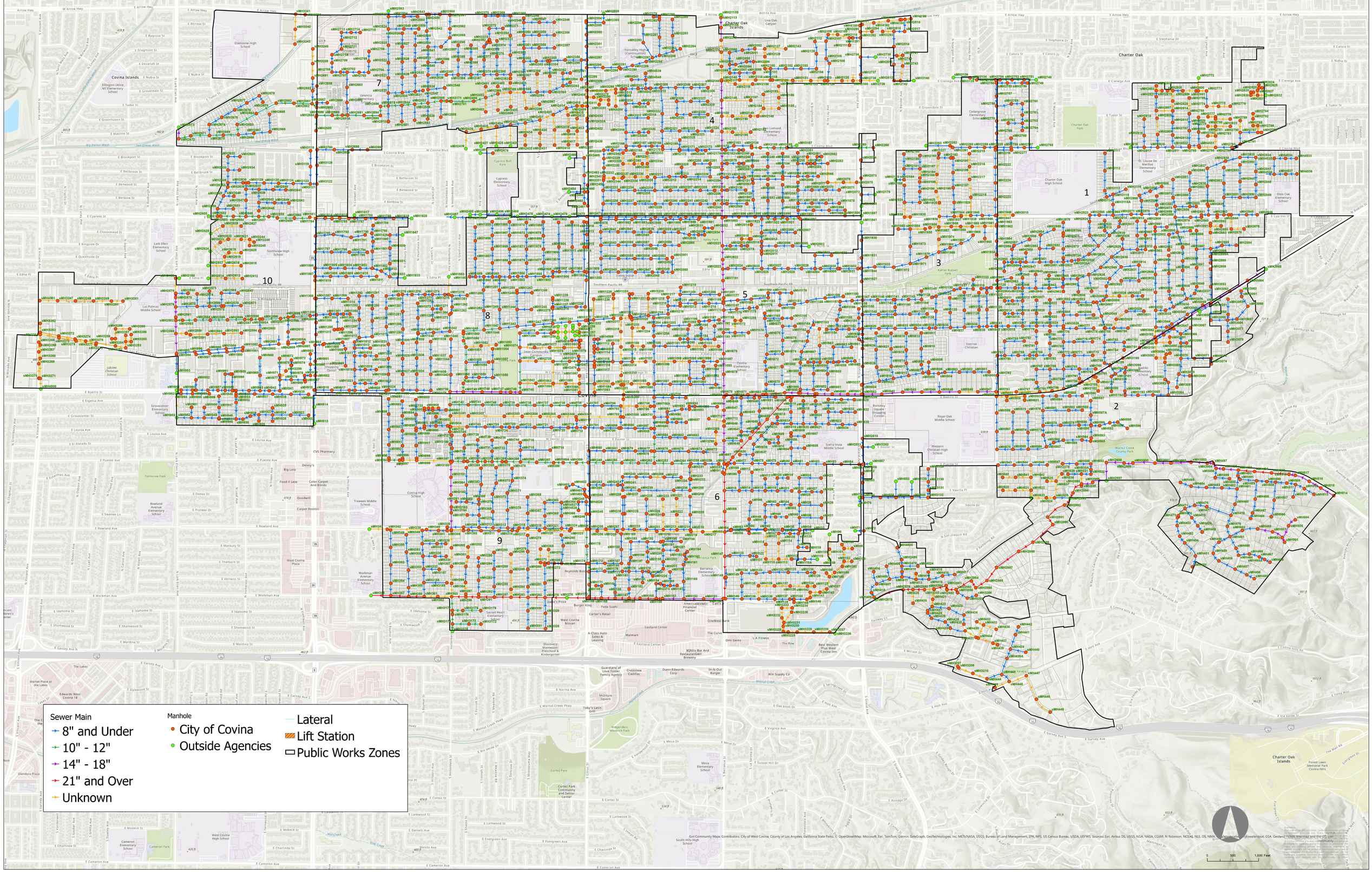
   vi. Identification of deficient/deteriorated pipe segments for rating entire system to determine future CIP projects with GPS coordinates.

COVINA

PUBLIC WORKS

Sewer System

Exhibit B



Request for Proposals (RFP) for
Closed Circuit Television (CCTV) Video Inspection of Sewer Collection System

Exhibit C – City of Covina Sewer Quantities

Total Number of Manholes: 2,625

Description	Quantity (LF)
Total – 6” VCP Sewer	1,458
Total – 8” VCP Sewer	590,849
Total – 10” VCP Sewer	33,000
Total – 12” VCP Sewer	8,581
Total – 15” VCP Sewer	3,532
Total – 18” VCP Sewer	1,119
Total – 21” VCP Sewer	1,113
Cumulative Total	**639,652**

Request for Proposals (RFP) for
Closed Circuit Television (CCTV) Video Inspection of Sewer Collection System

Exhibit D – Sewer Collection System "Hot Spots"

Location	Reason
867 N. Glentana St	Grease
205 E. Badillo St	Heavy Grease
211 E. Center St @ 2nd Ave	Grease
159 E. College Street	Grease
227 N. Citrus Ave	Grease
444 W. San Bernardino Road	Grease
325 N Cedar Dr @ W Palm Dr	Grease
702 S. Citrus Dr – Alleyway	Grease
781 S Oaktree Dr @ Dead End	Roots
470 S. Grand Ave @ E Navilla Pl	Grease
942 W. Arrow Highway	Heavy Grease
725 E. Edna Pl	Heavy Grease

Request for Proposals (RFP) for
Closed Circuit Television (CCTV) Video Inspection of Sewer Collection System

Exhibit E – Minor Construction & Maintenance Services Agreement

CITY OF COVINA AGREEMENT FOR MINOR CONSTRUCTION AND MAINTENANCE SERVICES

This Agreement ("Agreement") is dated September 3, 2024 ("Effective Date") and is between the City of Covina, a California municipal corporation ("City") and [Vendor Name] a [Legal Form of Entity, e.g., California corporation, limited partnership, limited liability company] (Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City desires to utilize the services of Contractor as an independent contractor to provide Closed Circuit Television (CCTV) Video Inspection of the Sewer Collection System.

B. Contractor represents that it is fully qualified to perform such work by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Contractor and Contractor desires to serve City to perform this work in accordance with the terms and conditions of this Agreement.

The parties therefore agree as follows:

1. Term of Agreement. The term of this Agreement shall be from the Effective Date through March 31, 2025 unless sooner terminated as provided in Section 14 of this Agreement. The City may, upon mutual agreement, extend the contract until June 30, 2025. In no event shall the contract be extended beyond June 30, 2025.

2. Compensation.

A. Cost of Work. For the Work described in Section 3 of this Agreement, Contractor shall receive the sum of not-to-exceed [Written Amount] Dollars ($[Numerical Amount]) payable in accordance with the Schedule of Payments, attached hereto and incorporated herein as **Exhibit A** (Scope of Work and Payment Schedule). Any terms other than a description of the work to be performed, costs of the work, or the payment schedule contained in Exhibit A is null and void and not a part of this Agreement.

B. Expenses. The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

C. Additional Services. City shall not allow any claims for additional services performed by Contractor, unless the City Council and the Contractor Representative authorize the additional services in writing prior to Contractor's performance of the additional services or

incurrence of additional expenses. Any additional services or expenses authorized by the City Council shall be compensated at the rates set forth in **Exhibit A** (Scope of Work and Payment Schedule), or, if not specified, at a rate mutually agreed to by the parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

3. Contractor's Work.

A. Scope of Services. Contractor shall construct and install all of the work described in the Scope of Work, attached hereto and incorporated herein as **Exhibit A** (Scope of Work and Payment Schedule) and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the Work. All of said Work to be performed and materials to be furnished for the Work shall be in strict accordance with the specifications set forth in the Scope of Work. The Work shall be completed within the time set forth in the Scope of Work. Contractor shall not commence the Work until such time as directed in writing by the City. City may request, in writing, changes in the Scope of Work to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Contractor Representative shall be [Name, Title] (the "Contractor Representative"). The Contractor Representative shall directly manage Contractor's Work under this Agreement. Contractor shall not change the Contractor Representative without City's prior written consent.

C. Time for Performance. Contractor shall commence the Work on the Effective Date and shall perform all Work by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Contractor shall perform all Work under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Contractor has, or will secure at its own expense, all personnel required to perform the Work required under this Agreement. All of the Work required under this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such Work. Contractor shall determine the means, methods, and details by which Contractor's personnel will perform the Work under this Agreement. Contractor shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Work and compliance with the customary professional standards.

F. Compliance with Laws. The Contractor shall keep itself informed of all local, state and federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The City and its agents shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section. This Agreement may call for services that, in whole or in part, constitute "public works," as defined in the California Labor Code. Therefore, as to those services that may be

"public works", including construction services. Contractor shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in **Exhibit B**.

G. Permits and Licenses. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

H. City Approval. All labor, materials, tools, equipment, and services shall be furnished and work performed and completed subject to the approval of City or its authorized representatives, and the quality of the workmanship shall be guaranteed for one year from date of acceptance.

I. Performance and Labor and Material Bonds. Within ten (10) business days from the execution of this Agreement, Contractor shall provide the City with: (1) a Performance Bond, which shall be maintained until the end of the warranty period set forth in subsection O of this Section 3, to assure faithful performance of this Agreement in regard to the work required to be constructed pursuant to this Agreement in the amount of the Contract; and (2) a Labor and Materials Bond to secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor or materials for the work required to be constructed or installed pursuant to this Agreement in the additional amount of the Contract. The bonds shall be in substantially the form attached hereto as **Exhibits C and D**, incorporated herein by this reference, and approved by the City Attorney. The surety shall be a surety admitted in the State of California and approved by the City.

J. Contractor's Independent Investigation. No plea of ignorance of conditions that exist or that may hereafter exist or of conditions of difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary independent examinations and investigations, and no plea of reliance on initial investigations or reports prepared by City for purposes of letting this Contract out to proposal will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all requirements of this Contract. Nor will such reasons be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

K. Contractor's Affidavit. After the completion of the Work contemplated by this Agreement, Contractor shall file with the City Manager his affidavit stating that all workmen and persons employed, all firms supplying materials, and all subcontractors on the Work have been paid in full, and that there are no claims outstanding against the project for either labor or materials, except certain items, if any, to be set forth in an affidavit covering disputed claims or items in connection with a Stop Notice which has been filed under the provisions of the laws of the State of California.

L. Utility Location. City acknowledges its responsibilities with respect to locating utility facilities pursuant to California Government Code Section 4215.

M. Regional Notification Centers. Contractor agrees to contact the appropriate regional notification center in accordance with Government Code Section 4215.

N. Inspection. The Work shall be subject to inspection and testing by City and its authorized representatives during manufacture and construction and all other times and places, including without limitation, the plans of Contractor and any of its suppliers. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of inspectors. All inspections and tests shall be performed in such manner as to not unduly delay the Work. The Work shall be subject to final inspection and acceptance notwithstanding any payments or other prior inspections. Such final inspection shall be made within a reasonable time after completion of the Work.

O. Warranty. Contractor shall guarantee or warranty the work done pursuant to this Agreement for a period of one year following acceptance thereof by City against any defective work or labor done or defective materials furnished.

P. Liquidated Damages; Extension Of Time. In accordance with Government Code Section 53069.85, Contractor agrees to forfeit and pay to City the sum of one Thousand Dollars ($1,000.00) per day for each calendar day completion is delayed beyond the time allowed pursuant to Section 3 of this Agreement. Such sum shall be deducted from any payments due to or to become due to Contractor. Contractor will be granted an extension of time and will not be assessed liquidated damages far unforeseeable delays beyond the control of, and without the fault or negligence of, the Contractor including delays caused by City. Within ten (10) calendar days of the occurrence of such delay, Contractor shall give written notice to City. Within thirty (30) calendar days of the occurrence of the delay, Contractor shall provide written documentation sufficient to support its delay claim to City. Contractor's failure to provide such notice and documentation shall constitute Contractor's waiver, discharge, and release of such delay claims against City.

4. Method of Payment.

A. Invoices. Contractor shall submit to City an invoice, on a monthly basis or less frequently, for actual services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. If City disputes any of Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

B. Payment. City shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth in Section 2 of this Agreement. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor. For all reimbursements authorized by this Agreement, Contractor shall provide receipts on all reimbursable expenses in excess of Fifty Dollars ($50) in such form as approved by the Finance Director.

C. Audit of Records. Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this agreement available during Contractor’s regular working hours to City for review and audit by City.

D. Waiver of Claims. On or before making final request for payment under Paragraph B, above, Contractor shall submit to City, in writing, all claims for compensation under or arising out of this Agreement; the acceptance by Contractor of the final payment shall constitute a waiver

of all claims against City under or arising out of this Contract except those previously made in writing and request for payment. Contractor shall be required to execute an affidavit, release and indemnify agreement with each claim for payment.

5. Ownership of Documents. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed ("written products") pursuant to this Agreement shall become the sole property of the City without restriction or limitation upon its use and may be used, reused, disseminated or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files containing data generated for the work, Contractor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. Contractor may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Contractor.

6. Independent Contractor.

A. Contractor is, and shall at all times remain as to City, a wholly independent contractor and not an employee of City. The personnel performing the services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees. Contractor shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City. Contractor and Contractor's personnel shall not supervise any of City's employees; and City's employees shall not supervise Contractor's personnel. Contractor's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City; and Contractor's personnel shall not use any City e-mail address or City telephone number in the performance of any of the services under this Agreement. Contractor shall acquire and maintain, at its sole cost and expense, such vehicles, equipment, and supplies as Contractor's personnel require to perform any of the services required by this Agreement. Contractor shall perform the services off of City premises at locations of Contractor's choice, except as otherwise may from time to time be necessary in order for Contractor's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Contractor's performance of the Work under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform the services. City may make a computer available to Contractor from time to time for Contractor's personnel to obtain information about or to check on the status of projects pertaining to the services under this Agreement.

B. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing Work hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing Work hereunder. Contractor shall be responsible for and pay all wages, salaries, benefits and other amounts due to Contractor's personnel in connection with their performance of the Work under this Agreement and as required

by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, state, or federal policy, rule, regulation, statute or ordinance to the contrary, Contractor and any of its officers, employees, agents, and subcontractors providing any of the Work under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including, but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

C. Contractor shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Contractor's personnel practices. or to the extent arising from, caused by, or relating to the violation of any of the provisions of this Section 6. In addition to all other remedies available under law, City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section 6. This duty of indemnification is in addition to Contractor's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

7. PERS Compliance and Indemnification.

A. General Requirements. The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to City to perform the Work under this Agreement, Contractor shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code Section 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. Indemnification. Contractor shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify, and hold harmless City, and its City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Contractor's violation of any provisions of this Section 7. This duty of indemnification is in addition to Contractor's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

8. Confidentiality. All data, documents, discussion, or other information (collectively "data") developed or received by Contractor or provided for performance of this Agreement are

deemed confidential. Contractor shall keep all data confidential and shall not disclose any data to any person or entity without City's prior written consent. City shall grant such consent if disclosure is legally required. Contractor shall return all data to City upon the expiration or termination of this Agreement. Contractor's covenant under this Section 8 shall survive the expiration or termination of this Agreement.

9. Conflicts of Interest. Contractor and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Contractor's Work under this Agreement, including the Political Reform Act (Gov. Code, § 81000 *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor may perform similar services for other clients, but Contractor and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor shall incorporate a clause substantially similar to this Section 9 into any subcontract that Contractor executes in connection with the performance of this Agreement.

10. Indemnification.

A. Indemnities for Third Party Claims.

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys or other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liability with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws.

City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Subparagraph A. 2).

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties.

B. Workers' Compensation Acts not Limiting. Contractor's indemnifications and obligations under this Section 10, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section 10 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Contractor's indemnifications and obligations under this Section 10 shall survive the expiration or termination of this Agreement.

11. Insurance.

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of Two Million Dollars ($2,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Four Million Dollars ($4,000,000) per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of Two Million Dollars ($2,000,000) per accident for bodily injury and property damage. If Contractor

does not use any owned, non-owned or hired vehicles in the performance of Work under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under Subparagraph A. 1) of this Section 11.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of Two Million Dollars ($2,000,000) per accident for bodily injury or disease. If Contractor has no employees while performing Work under this Agreement, workers' compensation policy is not required, but Contractor shall provide an executed declaration that it has no employees.

4) Professional Liability Insurance. Contractor and its subcontractors shall procure, maintain, and keep in full force and effect, for a period of five (5) years following completion of the services, Pollution Liability Insurance with a minimum limit of Two Million Dollars ($2,000,000) per claim, and which shall be endorsed to include contractual liability.

B. Acceptability of Insurers. The insurance policies required under this Section 11 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section 11.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming the City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 11 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section 11 shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section 11 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) calendar days' prior written notice to City. If any insurance policy required under this Section 11 is canceled or reduced in coverage or limits, Contractor shall, within two (2) business days of notice from the insurer, phone,

fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section 11 in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section 11, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Work under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 11. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 10 of this Agreement.

K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Work under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 11.

12. Mutual Cooperation.

A. City's Cooperation. City shall provide Contractor with all pertinent data, documents and other requested information as is reasonably available for Contractor's proper performance of the Work required under this Agreement.

B. Contractor's Cooperation. In the event any claim or action is brought against the City relating to Contractor's performance or Work rendered under this Agreement, Contractor shall render any reasonable assistance that City requires.

13. Records and Inspections. Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of five (5) years. Contractor shall, without charge, provide City with access to the records during normal business hours. City may examine and audit the records and make transcripts therefrom, and inspect all program data, documents, proceedings and activities.

14. Termination or Suspension of Agreement.

A. Right to Terminate or Suspend. City may terminate or suspend this Agreement at any time, at will, for any reason or no reason, after giving written notice to Contractor at least seven (7) calendar days before the termination or suspension is to be effective. Contractor may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least sixty (60) calendar days before the termination is to be effective.

B. Obligations upon Termination. Contractor shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Work required by this Agreement.

15. Force Majeure. Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Contractor's reasonable control and not due to any act by Contractor.

16. Notices. Any notices, consents, requests, demands, bills, invoices, reports or other communications which either party may desire to give to the other party under this Agreement must be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by reputable document delivery service or courier service during Contractor's and City's regular business hours, or (c) five business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the party to be notified as set forth below:

If to City:	If to Contractor:
Attn:	Attn:
City of Covina	Vendor Name
125 E. College Street	Address Line 1
Covina, California 91723	Address Line 2

17. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

18. Prohibition of Assignment and Delegation. Contractor shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Contractor from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 18 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 18, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

19. No Third-Party Beneficiaries Intended. Except as otherwise provided in Section 10, this Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

20. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

21. Exhibits. Exhibits A, **B, C**, and **D** constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

22. Entire Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those expressly set forth in this Agreement.

23. Amendment of Agreement. This Agreement may be amended only by a writing signed by both parties. If the City Manager has entered into this Agreement on behalf of the City, the City Manager may approve an amendment to this Agreement and additional payment up to the amount of his contract authority. If this Agreement was originally approved by the City Council, then any amendments shall be approved by the City Council, except that the City Manager may approve amendments extending the time for performance, modifying the scope of work without any change to the maximum payment, approving a change in name of the Contractor, or terminating the Agreement.

24. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

25. Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

26. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

27. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the City of Covina.

28. Attorneys' Fees. In any litigation or other proceeding by which on party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be shall be awarded reasonable attorneys' fees together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

29. Claim Dispute Resolution. In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters. All claims arising out of or related to the Agreement or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq. (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Article 1.5 and Section 9204, as applicable, pursuant to the definition of "claim" as individually defined therein.

30. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

31. Authority to Execute Agreement. The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

[*SIGNATURE PAGE FOLLOWS*]

The parties, through their duly authorized representatives, are signing this Agreement on the date stated in the introductory clause.

City:

City of Covina,
a California municipal corporation

By: _____
Name: Chris Marcarello
Title: City Manager

ATTEST:

By: _____
Name: Fabian Velez
Title: Chief Deputy City Clerk

Contractor:

Vendor Name,
a [Legal Form of Entity]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

(*Two signatures of corporate officers required for corporations under Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.*)

EXHIBIT A
SCOPE OF WORK AND PAYMENT SCHEDULE

EXHIBIT B
CALIFORNIA LABOR CODE COMPLIANCE
(Labor Code §§ 1720 et seq., 1813, 1860, 1861, 3700)

If this Agreement calls for services that, in whole or in part, constitute "public works" as defined in the California Labor Code, then:

1. This Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("City") and Contractor agrees to be bound by all the provisions thereof as though set forth in full herein.

2. Contractor shall be registered with the Department of Industrial Relations ("DIR") in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement.

3. Contractor shall comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm), are on file with City, and are available to any interested party upon request. Contractor shall, as a penalty to City, forfeit not more than two-hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under this Agreement by Contractor or by any subcontractor.

4. Pursuant to California Labor Code Section 1771.4, Contractor's services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices as prescribed by DIR regulations and agrees to furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).

5. Contractor shall comply with the provisions of California Labor Code Section 1776 which, among other things, require Contractor and each subcontractor to: (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform City of the location of the records. Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.

6. Contractor shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

7. Contractor shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit twenty-five dollars ($25) for each worker employed in the execution of this Agreement by Contractor or by any subcontractor for each calendar day during which such

worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

8. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

Date _____ Signature _____

EXHIBIT C
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Covina ("City"), has awarded to _____
_____("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows**:**

CLOSED CIRCUIT TELEVISION (CCTV) VIDEO INSPECTION OF SANITARY SEWER COLLECTION SYSTEM – PROJECT NO. S2401
(Project Description/ Name)

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____
_____
_____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of _____

_____Dollars ($_____), this amount being not less than the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its	Its
By: _____	By: _____
Its	Its
(Seal)	*(Seal)*

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

EXHIBIT D
PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Covina ("City"), State of California, has awarded to _____
_____("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows**:**

CLOSED CIRCUIT TELEVISION (CCTV) VIDEO INSPECTION OF SANITARY SEWER COLLECTION SYSTEM – PROJECT NO. S2401
(Project Description/Name)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the City to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____
_____
_____
(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____Dollars ($_____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of

its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its	Its
By: _____	By: _____
Its	Its
	(Seal)
(Seal)	

Note: **This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.** ***IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.***